FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: F00136986-C **Type of Permit:** FILMING **Release Date:** 05/11/2018

Production Company	EFT MEDIA PRODUCTIONS LLC DBA EVOLUTION MEDIA
Insured Company Name	EFT MEDIA PRODUCTIONS LLC DBA EVOLUTION MEDIA
Contact Phone No. 1	818-260-0300
Contact Phone No. 2	
Fax	
Address	3310 W. VANOWEN ST BURBANK, California 91505
Production Title	OC TV PROJECT 13
Type of Production	TV Reality

Producer	Josh Klinman
Director	N/A N/A
1st AD	N/A N/A
Production Manager	Mark Wiese
FilmL.A. Coordinator	Melissa Levine
Location Manager	Mark Wiese
Primary Phone	Mobile - 323-369-8898
Secondary Phone	
Location Assistant	N/A N/A
Primary Phone	Mobile - 000-000-0000
Secondary Phone	

Fees

Notification Charge	$344.00	**Total Permit Fee**	$449.00
FILMLA NON-REFUNDABLE FILM PERMIT RIDER FEE	$105.00	**Number of Locations**	3

NOT A PERMIT

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Summary Information — Location

Permit Number	F00136986-C	**Location Manager**	Mark Wiese
Production Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Primary Phone	Mobile - 323-369-8898
Insured Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Secondary Phone	
Production Title	OC TV PROJECT 13		

Location Address 3100 Breakers Dr, Newport Beach, CA, 92625

Location Type Private Residence

Film Dates 5/13/2018 - 5/13/2018 08:00 - 19:30 1 day
5/15/2018 - 5/18/2018 08:00 - 20:00 4 days

Open or Closed to the Public Closed

Generic Conditions
All vehicles must be parked on private property
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with vehicular or pedestrian traffic

Please see attached documents
FAA Registration (1).pdf
Film LA_UAS Questionnaire.pdf
license.pdf
Description of Operations 5132018.pdf
Newport Beach Permit Conditions.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	1

Personnel on Location

Type	Quantity
Crew	2

Filming Activities Aerial Photography with remote control aircraft. (UAS); Interior and exterior dialogue;

Jurisdiction **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

Approvals NEWPORT BEACH Monique Navarrete

Coordinator Note RIDER C RELEASES LOCATION

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NOT A PERMIT

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www.filmla.com

Summary Information

Location

Location 2 of 3

Permit Number	F00136986-C	**Location Manager**	Mark Wiese
Production Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Primary Phone	Mobile - 323-369-8898
Insured Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Secondary Phone	
Production Title	OC TV PROJECT 13		

Location Address 1330 Keel Dr, Newport Beach, CA, 92625

Location Type Private Residence

Film Dates 5/13/2018 - 5/13/2018 08:00 - 19:30 1 day

Open or Closed to the Public Closed

Generic Conditions
All vehicles must be parked on private property
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with vehicular or pedestrian traffic

Please see attached documents
1330 Keel Dr. 20180513.pdf
Newport Beach Permit Conditions.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	1

Personnel on Location

Type	Quantity
Crew	2

Filming Activities Interior and exterior dialogue;

Jurisdiction **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

Approvals NEWPORT BEACH Monique Navarrete

Coordinator Note RIDER C RELEASES LOCATION

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NOT A PERMIT

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information — Location

Location 3 of 3

Permit Number	F00136986-C	**Location Manager**	Mark Wiese
Production Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Primary Phone	Mobile - 323-369-8898
Insured Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Secondary Phone	
Production Title	OC TV PROJECT 13		

Location Address 1441 Avocado Ave, Newport Beach, CA, 92660

Location Type Medical Clinic/Doctor's Office

Film Dates 5/12/2018 - 5/12/2018 08:00 - 13:00 1 day

Open or Closed to the Public Closed

Generic Conditions
All vehicles must be parked on private property
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with vehicular or pedestrian traffic

Please see attached documents
1441 Avocado Ave.pdf
Newport Beach Permit Conditions.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	3

Personnel on Location

Type	Quantity
Cast	7
Crew	3

Filming Activities Interior Dialogue;

Jurisdiction **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

Approvals NEWPORT BEACH Monique Navarrete

Coordinator Note RIDER C RELEASES LOCATION

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NOT A PERMIT

Small UAS Certificate of Registration

Name: Blake Varga

Manufacturer: DJI

Model: Phantom 4 Pro

Serial Number: OAXDDCEOA20228

Certificate Number: FA34Y3WC9R

Issued: 12/26/2016 Expires: 12/26/2019

For U.S. citizens, permanent residents, and certain non-citizen U.S. corporations, this document constitutes a Certificate of Registration. For all others, this document represents a recognition of ownership.

For all holders, for all operations other than as a model aircraft under sec. 336 of Pub. L. 112-95, additional safety authority from FAA and economic authority from DOT may be required.

This Small UAS Certificate of Registration is not an authorization to conduct flight operations with an unmanned aircraft. Operations must be conducted in accordance with the applicable FAA requirements. The operator of the aircraft is responsible for knowing and understanding what those requirements are. For more information on flying for non-model purposes, please visit the FAA website at www.faa.gov/uas

Federal Aviation Administration

Permit #F00136986-C

NO PERMIT

Permit #F00136986-C

Film L.A. Inc. UAS QUESTIONNAIRE

(FOR MORE THAN 2 LOCATIONS, PLEASE USE AN ADDITIONAL FORM)

FilmL.A. Permit #:

Film Date: SUNDAY MAY 13TH

Production Title: REAL HOUSE WIVES OF ORANGE COUNTY

Production Company: EFT MEDIA PROD. LLC

Applicant Name: MARK WIESE

Location Address: 3100 BREAKERS DRIVE 92625

Hours of UAS Activity: 8:00 AM UNTIL 7:30PM

Location Address #2:

Hours of UAS Activity:

UAS Company Name:

UAS ON LOCATION INFORMATION

ANY RESTRICTED AREAS OR TEMPORARY FLIGHT RESTRICTIONS? ☐ YES ■ NO

UAS Make & Model: DJI - Phantom 4 Pro

UAS "N" # or registration #: FA3443WC9R

UAS Make & Model:

UAS "N" # or registration #:

Class of Airspace that activity will occur in: ☐ B ☐ C ☐ D ☐ E ■ G

REMINDER: IF YOU ARE FLYING IN CLASS B, C, D, OR E AIRSPACE, ATC AUTHORIZATION IS REQUIRED FOR ALL UAS ACTIVITY.

UAS OPERATING AUTHORITY: ☐ 333 EXEMPTION ■ 14 CFR PART 107

333 EXEMPTION REQUIREMENTS

Name of Pilot in Command:

Pilot's Phone #:

Name of Visual Observer:

Visual Observer's Phone #:

PLEASE PROVIDE THE FOLLOWING:
- Copy of COA or Blanket COA
- Copy of POA with proof of submission to local FSDO
- Copy of Pilot's License

PART 107 REQUIREMENTS

Name of Remote Pilot: BLAKE VARGA

Certificate #: 3943 429

Remote Pilot Phone #: (310) 924-1411

Visual Observer: ■ YES ☐ NO

PLEASE PROVIDE THE FOLLOWING:
- Copy of Remote Pilot's Certificate
- Copy of UAS Registration Certificate for each UAS listed above
- Description of Planned Operations

WAIVERS

If you are requesting any of the following activity, please check all that apply and furnish proof of waiver from the FAA upon submission of this document to FilmL.A.

☐ Flight over non-participants (§107.39) ☐ Flight altitude restrictions (§107.51) ☐ Night Flight (§107.29)

☐ Operating from a moving vehicle (§107.25) ☐ Operating multiple small UAS' (§107.35)

FILM L.A. USE ONLY

333 EXEMPTION

☐ INSURANCE ☐ PILOT'S LICENSE
☐ COA ☐ DOCS ATTACHED TO PERMIT
☐ POA ☐ VISUAL OBSERVER

PART 107 CERTIFICATE

☐ INSURANCE ☐ WAIVERS
☐ DOCS ATTACHED TO PERMIT ☐ DESCRIPTION OF OPS.
☐ REMOTE PILOT CERTIFICATE ☐ ATC COORDINATOR NOTE
☐ UAS REGISTRATION CERTIFICATE(S)

■ Mark A. Wiese I ASSERT THAT ALL INFORMATION ON THIS FORM IS ACCURATE.

(APPLICANT)

UPDATED: 10/13/2016

NOT A PERMIT

I UNITED STATES OF AMERICA XI

DEPARTMENT OF TRANSPORTATION ▪ FEDERAL AVIATION ADMINISTRATION

IV NAME
BLAKE ALEXANDER VARGA

V ADDRESS 279 HAVERFIELD
NEWPORT BEACH CA 92660-4224

VI NATIONALITY USA	SEX	HEIGHT	WEIGHT	HAIR	EYES
IVa D.O.B. 17 AUG 1987	M	70	150	BROWN	HAZEL

IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

II REMOTE PILOT
III CERTIFICATE NUMBER 3943429
X DATE OF ISSUE 1 DEC 2016

XIV
VIII ADMINISTRATOR

U
A
S

NOT A PERMIT

DESCRIPTION OF OPERATIONS:

A. Date: Sunday May 13th 2018

B. Between the Hours of: 8:00am – 7:30pm

C. Pilot: Blake Varga (310) 924-1411

D. Pilot Certification Number: 3943429

E. Camera Operator: N/A

F. Visual Observer: Cody Williams (619) 384-3008

G. Drone Specification: DJI-Phantom 4 Pro

H. FFA#: FA34Y3WCAR

I. Permission: Is pending by Film LA in order to use drones for aerial filming

J. Signed off by: Blake Varga

K. Drone Action: The use of a drone to film exterior footage of home (as listed in permit address) with no person or persons. There will be no person or persons underneath the drone at any time. The maximum altitude will be 150ft AGL There will only be flight during daylight hours and each flight I will be accompanied by a visual observer.

LOCATION:
3100 Breakers Drive
Corona Del Mar, CA 92625

Signature:

X_____

Blake Varga

EVOLUTION MEDIA
3310 W. VANOWEN ST.
BURBANK, CA 91505
TEL: 818-260-0300
FAX: 818-260-1333
evolutionusa.com

NOT A PERMIT

NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.

- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

NOT A PERMIT

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid**.** For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT

Permit #F00136986-C

PERMISSION TO USE PRIVATE PROPERTY FOR FILMING

To: City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

Richard L. Buck ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract ("the Property"). Owner represents and warrants that Owner has the right to enter into this contract. In the event the Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract.

Address: 1330 Keel Dr. *(street)*

City of Newport Beach, CA 92626 *(zip code)*

Name of Business (if applicable): _____

I have granted permission to: EFT Media Productions *(Film Production Company / School)*

To use my property for the purpose of: Filming exterior of home WITH A DRONE

On the day/date (s) SUNDAY MAY 13TH

from 8 ~~pm~~ AM 7:30 pm

Further, I hereby hold harmless and agree to indemnify the City of Newport Beach, its elected or appointed officers, employees, agents, and volunteers against any claims, demands, or liability arising out of the permittee's conduct or activities while on, or using, my property in connection with any filming permit(s) issued by the City of Newport Beach.

I certify under penalty of perjury that the foregoing is true and correct.

Executed at Irvine, California on this 8 day of MAY 2018.

Signed: Rachel J Boman *(Owner/Lessee)* Telephone: 951 217 8640

NOT A PERMIT

NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.

- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

NOT A PERMIT

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid**.** For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT

Permit #F00136986-C

EFT MEDIA PRODUCTIONS LLC d/b/a EVOLUTION MEDIA
3310 W. Vanowen Street
Burbank, California 91505-1239

LOCATION CONTRACT #2

Milind K. Ambe, M.D. ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract (the "Property"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby gives permission to EFT Media Productions LLC d/b/a Evolution Media and its employees, agents, contractors and suppliers ("Producer") to enter upon and use the Property located at: 1441 Avocado Ave. #801 NBCA on 3.29-2018, (subject to change on account of weather conditions or change in production schedule) for the purpose of photographing, filming and recording (including, without limitation, sound recording) certain scenes for use in and in connection with the television program currently entitled "*The Real Housewives of Orange County*" (the "Program") and for any additional uses as described below. Producer may use the Property until all scenes requiring the Property have been completed.

Owner acknowledges and agrees that Owner will not be paid compensation for Producer's use of the Property under this contract nor for Producer's exercise of the rights granted by Owner under this contract. Owner further acknowledges and agrees that the consideration Owner will receive for Producer's use of the Property and/or Producer's exercise of its rights under this contract is the opportunity for publicity that the Property and/or Owner will receive if Producer decides to include photographs, film, or recordings made on the Property in any of its productions. If Producer requires use of the Property for additional filming in connection with the Program, Owner shall permit Producer to re-enter upon and again utilize the Property for such purpose. The dates for such additional use shall be subject to Owner's approval, which approval Owner shall not unreasonably withhold.

Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs on the Property and any tradenames, trademarks, copyrights and logos of Owner or visible on the Property (collectively, the "Owner's Marks") in the photographs, film and recordings. Owner represents and warrants that the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and is free of latent defects or illegal conditions of which Owner is or should be aware except those of which Owner has notified Producer.

Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands arising out of or based upon personal injuries or property damage resulting from the negligence or willful misconduct of Producer, its officers, employees, agents or representatives while Producer is engaged in the aforementioned use of the Property.

If Owner claims that Producer is responsible for any such damage or injury, or both, Owner must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage and injuries for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the property claimed to be damaged.

Owner acknowledges and agrees that Producer has the right to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the Property and any and all furnishings, works of art and other objects located in or around the Property, as well as the Owner's Marks, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the Property (including, without limitation, all copyrights) shall be and remain vested in Producer, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc. Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against Producer or any other party arising out of any use of the photographs, film and/or recordings. Owner's sole remedy for breach of this contract by Producer shall be an action for money damages. In no event will Owner be entitled to injunctive or other equitable relief, and in no event will Owner be entitled to terminate this contract. Producer has no obligation to include the Property in the Program or in any other production.

NOT A PERMIT

Owner represents and warrants that Owner has the right to enter into this contract and to grant Producer all rights provided by this contract. In the event that Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract and to grant Producer all rights provided hereunder. Owner agrees not to make any commercial or any other use of the fact that the Property appeared or may appear in the Program or in any of Producer's productions.

If any controversy or claim arising out of or relating to this contract, or the breach of any term hereof, cannot be settled through direct discussions, the parties agree to endeavor to first settle the controversy or claim by mediation conducted in the County of Los Angeles and administered by JAMS under its applicable rules, before commencing any proceedings permitted under this paragraph. If a dispute is not otherwise resolved through direct discussions or mediation, the controversy or claim, including the scope or applicability of this agreement to arbitrate, shall be resolved by final and binding confidential arbitration conducted in the County of Los Angeles, and administered by JAMS in accordance with the Streamlined Arbitration Rules and Procedures of JAMS or subsequent versions thereof, including the optional appeal procedure (the "JAMS Rules", available at www.jamsadr.com, including, without limitation, the rules providing for limited discovery and other exchange of information and, to the maximum extent permitted by law, the rule providing that each party shall pay *pro rata* its share of JAMS fees and expenses). The JAMS Rules for selection of mediators and arbitrators shall be followed, except that the mediator or arbitrator shall be (i) an experienced mediator or arbitrator (as applicable), who is experienced in the entertainment industry and licensed to practice law in California or (ii) a retired judge. Notwithstanding the above requirements, if a party files suit in court or files an arbitration before first seeking to mediate, in direct violation of this paragraph, the other party does not have to request mediation to enforce the right to compel arbitration as required under this paragraph. Upon the conclusion of any arbitration proceedings, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision reached and shall deliver such documents to each party to the dispute. The arbitrator shall not have the authority to grant any remedies the parties to any dispute have waived herein.

This contract and all matters or issues collateral thereto shall be governed by the internal, substantive law of California without regard to the conflicts of law provisions thereof.

Owner agrees that Producer may license, assign and otherwise transfer this contract and all rights granted by Owner to Producer under this contract to any person or entity. Owner agrees to indemnify and hold free and harmless to the fullest extent permitted by law, Producer, its parents, subsidiaries, and affiliated and related entities, and each of their respective agents, employees, successors, licensees and assigns, from and against any and all claims, damages, liabilities, costs and expenses, including but not limited to reasonable attorneys' fees, resulting from any breach of any warranty, representation, or agreement made herein by Owner.

Producer shall have the right to cancel this contract at any time prior to Producer's use of the Property. Upon Producer's cancellation of this contract, neither Producer nor Owner shall have any obligations whatsoever under this contract, and Owner shall immediately refund to Producer any and all sums previously paid by Producer (if any) pursuant to this contract. If any provisions of this contract are held to be void or unenforceable, all other provisions of this contract shall continue in full force and effect.

This is the entire contract. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

ACCEPTED AND AGREED:

EFT MEDIA PRODUCTIONS LLC
d/b/a EVOLUTION MEDIA
("Producer")

By: _____

Its: _____

_____
("Owner")

By: Milind K Amin. M.D.

Business Address: 141 Avocado Ave. #601
NB CA 92660

Phone: 949-759-5539

NOT A PERMIT

PERMISSION TO USE PRIVATE PROPERTY FOR FILMING

To: City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

Milind K. Ambe, M.D. ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract ("the Property"). Owner represents and warrants that Owner has the right to enter into this contract. In the event the Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract.

Address: 1441 Avocado Ave. Suite 801 *(street)*

City of Newport Beach, CA 92660. *(zip code)*

Name of Business (if applicable): Milind K. Ambe, M.D.

I have granted permission to: Evolution Media *(Film Production Company / School)*

To use my property for the purpose of: filming

On the day/date (s) SATURDAY, MAY 12, 2018

from 8 ~~pm~~ am . . 1 ~~pm~~

Further, I hereby hold harmless and agree to indemnify the City of Newport Beach, its elected or appointed officers, employees, agents, and volunteers against any claims, demands, or liability arising out of the permittee's conduct or activities while on, or using, my property in connection with any filming permit(s) issued by the City of Newport Beach.

I certify under penalty of perjury that the foregoing is true and correct.

Executed at Newport Beach, California on this 22 day of March 20 18.

Signed: _____ Telephone: 949-759-5539
(Owner/Lessee)

NOT A PERMIT

NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.

- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

NOT A PERMIT

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid**.** For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT